

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE AMERICAN FEDERATION OF STATE, COUNTY, AND
MUNICIPAL EMPLOYEES, LOCAL 2962
AND THE CITY OF ALBUQUERQUE REGARDING
MAINTAINING SENIORITY WHEN EMPLOYEES PROMOTE FROM C1C TO C2C**

This **MEMORANDUM OF UNDERSTANDING** (“MOU”) is entered into by and between the City of Albuquerque (“City”) and the Federation of State, County, and Municipal Employees, Local 2962 (“Union”) (the City and the Union are collectively referred to as the “Parties”).

WHEREAS, the Parties have entered into a Collective Bargaining Agreement (“CBA”) that is effective from July 1, 2023 through June 30, 2026 (the “CBA”);

WHEREAS, the non-probationary C1, C1C, C2, and C2C positions within the City’s Police Department’s Emergency Communications Center (“ECC”) are represented by AFSCME Local 2962;

WHEREAS, the Parties have met and conferred regarding maintaining seniority should an employee promote from a C1C to C2C and later decide to demote back to C1C. The Parties seek to incentivize C1C employees to promote to C2C, but understand that loss of seniority as a C1C may be a hinderance to making that effort.

NOW, THEREFORE, the Parties agree to the following:

I. TERM OF MOU. This MOU is effective the date the last party signs the agreement and shall remain in full force until 11:59 pm (2359) on December 31, 2025.

II. EFFECTIVE DATE. The Parties agree that, so long as both Parties sign this MOU, the “effective date” is the date that the last Party executes this MOU.

III. TERMS of MOU.

1. The Parties agree that any non-probationary C-Series C1 or C1C Employee who applies for a C2 or C2C position and then during training as a C2 or C2C decides to self-demote to a C1 or C1C will maintain the seniority they held as a C1 or C1C Employee when applying for the C2 or C2C position.
2. The Seniority Date of an employee who self-demotes during C2C training will be the Seniority Date that the employee held as a C1 or C1C prior to beginning the training.
3. A C1 or C1C employee who promotes to a C2 or C2C maintains this right throughout their training as a C2C for a time not to exceed one year from the start of training.

V. MOU CREATES NO THIRD PARTY BENEFITS. By entering into this MOU, the parties do not intend to create any right, title, or interest in or for the benefit of any person other than the Parties.

No person shall claim any right, title or interest under this MOU or to seek to enforce this MOU as a third party beneficiary of this MOU. The parties agree that this MOU shall only be applicable to positions within the Union's bargaining unit.

VI. NO FURTHER AGREEMENT. This MOU incorporates all the agreements, covenants, and understandings between the Parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this MOU. This MOU expresses the entire MOU and understanding between the parties. No prior agreement or understanding, verbal or otherwise, of the Parties or their agents shall be valid or enforceable unless embodied in this MOU.


VI. SEVERABILITY. In case any one or more of the provisions contained in this MOU or any application thereof shall be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

IN WITNESS WHEREOF, each party has executed this agreement on the date indicated by the signature.

SIGNATURES CONTINUE ON NEXT PAGE
THIS AREA INTENTIONALLY LEFT BLANK

AFSCME 2962

APPROVED BY:

Signed by:

274ECB14E54748B...
Stephanie Gomez, President
AFSCME, Local 2962

11/4/2024 | 4:02 PM MST

Date

CITY OF ALBUQUERQUE

APPROVED BY:

DocuSigned by:

BC2424C09B8741A...
Samantha Sengel, Chief Administrative Officer

11/6/2024 | 11:21 AM MST

Date

DocuSigned by:

A9B4403A33234EA...
Harold Medina, Chief of Police
Albuquerque Police Department

11/5/2024 | 10:53 AM MST

Date

APPROVED AS TO FORM:


DocuSigned by:

F38A9B3E3D7448E...
Ian Stoker, Director
Human Resources Department

11/5/2024 | 11:00 AM MST

Date

APPROVED AS TO LEGAL FORM:

Signed by:

93A8124F9A5D4F4...
Evan Crocker, Assistant City Attorney



11/4/2024 | 4:04 PM MST

Date